

OCTOBER 11, 2001

CDA SPECIAL TOWN BOARD MEETING

CDA

Res. #22 Authorizes Chairman to Execute General Release in Connection with Calverton
Camelot, LLC Closing

TOWN BOARD SPECIAL TOWN BOARD MEETING

Res. #1055 Landfill Capping & Closure Capital Project Budget Adjustment

Res. #1056 Awards Bid for Landfill Reclamation Demonstration Project

Res. #1057 Authorizing Supervisor to Sign Temporary Construction Easement Agreement
with Suffolk Cement Products, Inc. in Conjunction with the Landfill Reclamation
Pilot Project

10/11/01

TOWN OF RIVERHEAD

COUNCILMAN KENT OFFERED THE Community Development Agency
RESOLUTION, WHICH WAS SECONDED
COUNCILMAN CARDINALE. Resolution # 22

AUTHORIZES CHAIRMAN TO EXECUTE GENERAL RELEASE IN CONNECTION WITH CALVERTON CAMELOT, LLC CLOSING

WHEREAS, in June of 1999, the Town of Riverhead Community Development Agency (the "Agency") entered into an Agreement of Sale (the "Agreement") with Calverton Camelot, LLC (the "Buyer") for the sale of approximately 472 acres of property located at the former Naval Weapons Industrial Reserve Plant, now known as Calverton Enterprise Park (the "Property"), and

WHEREAS, in addition to identifying the total acreage to be sold as "approximate", as a definitive boundary description could not then be provided, it was a condition precedent of said Agreement that boundary of the property to be conveyed be shall be agreed upon prior to the closing; and

WHEREAS, the Agency shall retain an easement for the use and maintenance of the taxiway and tie down areas adjacent to the 10,000 foot runway for the purpose of maintaining the aviation buffer areas for possible future aviation use, and

WHEREAS, the Town of Riverhead subsequently adopted zoning of the subject premises on September 15, 1999, that required the Buyer's parcel to have access to a public highway, necessitating that the Agency convey an additional 7.5 acres of property not originally depicted in the Agreement (which 7.5 acres is located within the New York State Wild, Scenic and Recreational Rivers Boundary), and

WHEREAS, the Buyer shall acquire that portion of the Agency's electric distribution system within the subject premises and an easement for the non-exclusive use over that portion of the Agency's electric transmission system that lies outside the subject premises and the buyer shall agree to maintain the Agency's entire electric transmission system in perpetuity, and

WHEREAS, there is disagreement between the parties to the Agreement as to (a) whether certain conditions precedent for the Buyer to close the transaction have been satisfied, including, without limitation, the following items: (i) pursuant to Section 7(b)(ii) of the Agreement, the condition precedent

to the Buyer closing regarding the physical condition of the property, and (ii) pursuant to Section 7(b)(v) of the Agreement, the condition precedent to the Buyer closing regarding the initial assessed valuation of the Property, and (b) pursuant to Section 2(a) of the Agreement, the additional \$342,000.00 (as defined in the Agreement) beyond the \$17,000,000.00 Purchase Price that Buyer would have paid at the closing; and

WHEREAS, the aforementioned issues together with additional issues that arose during the context of pressing the matter toward closing, require the waiver of performance of certain provisions of the Agreement by both parties, including, without limitation, those items listed above, and

WHEREAS, the parties have reached an accord on all issues that have arisen during the pendency of the sale and now desire to complete the closing, and

WHEREAS, special counsel to the Agency has advised that a general release in the form attached as Exhibit A hereto should be executed by the Agency and the Buyer to address any provisions of the Agreement that the parties have waived the performance of to permit the closing;

NOW, THEREFORE, BE IT

RESOLVED, that for all of the foregoing reasons, the Agency hereby agrees to convey to the Buyer the premises depicted on a certain map entitled "Perimeter Description Map: Situate: Calverton, Town of Riverhead, Suffolk County, New York", which map was prepared by John C. Ehlers, land surveyor, and dated August 6, 2001, last revised, September 17, 2001, showing a parcel of land comprising of 491.04 acres, and be it further

RESOLVED, that the Board of the Town of Riverhead Community Development Agency hereby authorizes the Chairman to execute and deliver the attached general release upon receipt of same from Buyer, and be it further,

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Robert F. Kozakiewicz, Chairman, Town of Riverhead Community Development Agency, Town of Riverhead Community Development Agency, Andrea Lohneiss, Director, Town of Riverhead Community Development Agency, Town Attorney, Willkie, Farr & Gallagher, Esqs., Berkman, Henoch, Pederson & Peddy, Esqs., Calverton Camelot, LLC.

Albert THE VOTE
Densioeld ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Exhibit A

GENERAL RELEASE

THIS GENERAL RELEASE, (this "General Release") is entered into as of the _____ day of _____, 2001, by THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, a New York public benefit corporation ("Seller"), having an address at 200 Howell Avenue, Riverhead, New York 11901 and M-GBC, LLC, a New York limited liability company (as successor in interest to Calverton LLC (as defined herein), the "Buyer"), having an address at _____.

WHEREAS, Buyer and Calverton/Camelot LLC, a New York limited liability company, ("Calverton LLC") have entered into that certain Agreement of Sale, dated as of June 15, 1999, (the "Agreement") for the purchase of certain land and related property (as defined in the Agreement, the "Property");

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated _____, 2001, Calverton LLC assigned all of its rights and obligations relating to the Agreement and the Property to the Buyer;

NOW THEREFORE, in consideration of the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows (any capitalized term not defined herein shall have the meaning ascribed to such term in the Agreement):

1. Release. The Seller and the Buyer hereby unconditionally and without any reservation, jointly and severally irrevocably release, waive, relieve and forever discharge, each other including, but not limited to, their present and future direct or indirect affiliates, officers, agents, employees, successors and assigns of and from any and all duties, covenants, obligations, liabilities, indebtedness, claims, liens, damages, , demands, actions, suits, covenants, contracts, agreements, causes of action, offsets, and recoupments, whether known or unknown, suspected or unsuspected, choate or inchoate, in law, equity or otherwise (collectively "Claims"), that the Seller and the Buyer (and their respective affiliates) have asserted or could, in the future, assert against each other arising out of, based upon, or relating to the Agreement or the Property, from the beginning of the world to the day of the date of this General Release.

2. No Admissions. It is expressly understood and agreed that this General Release is not to be construed as an admission on the part of any party hereto of any liability whatsoever in connection with any Claims, and that to the contrary, each party to this Release has denied and continues to deny any Claims asserted or which may be asserted by any party hereto.

3. Exclusions. Notwithstanding anything contained in this General Release to the contrary, the following is hereby excluded from the provisions of this General Release and shall survive the execution and delivery of this General Release:

(i) Any covenants or obligations of either Seller or Buyer as set forth in the Agreement which are specifically stated to survive the consummation of the transactions set forth therein.

4. Accord and Satisfaction; Merger. Both Seller and Buyer acknowledge and agree that this General Release is an accord and satisfaction of all Claims relating to the matters being released hereunder, that all prior documents and all negotiations and stipulations by them or their agents are merged herein, and this General Release contains all the terms and conditions agreed upon by the Seller and the Buyer with reference to the subject matters hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind the Seller or the Buyer regarding the subject matter hereof.

5. Counterparts. This General Release may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be but one agreement.

6. Governing Law. This General Release shall be interpreted and enforced in accordance with the internal laws of the State of New York as the same may from time to time exist, without giving affect to the principles of conflict of laws.

7. No Modifications. This General Release may not be altered, amended, changed, waived, terminated or modified in any respect unless the same is in writing and signed by the Buyer and the Seller.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this General Release has been duly executed by the parties hereto as of the day and year first above written.

SELLER:

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

By: _____

Name: _____

Title: _____

BUYER:

M-GBC, LLC

By: _____

Name: _____

Title: _____

Adopted

OCTOBER 11, 2001

TOWN OF RIVERHEAD

Resolution # 1055

LANDFILL CAPPING & CLOSURE

CAPITAL PROJECT

BUDGET ADJUSTMENT

COUNCILMAN LULL

offered the following resolution ,

which was seconded by

COUNCILMAN KENT

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

406.095731.494200.80001

SERIAL BOND PROCEEDS

FROM:

\$1,800,000.

406.081600.523023.80001 RECLAMATION EXPENSES

TO:

\$1,800,000.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☒ No *absent*

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

Adopted

TOWN OF RIVERHEAD
RESOLUTION # 1056

AWARDS BID FOR LANDFILL RECLAMATION
DEMONSTRATION PROJECT

Adopted: October 11, 2001

COUNCILMAN KENT

_____ offered the following
resolution which was seconded by _____

~~COUNCILMAN LULL~~

WHEREAS, the Town Board of the Town of Riverhead did authorize the Town Clerk to publish and post a Notice to Bidders for the Landfill Reclamation Demonstration Project in the August 23, 2001 issue of the official town newspaper; and

WHEREAS, four (4) bids were received in the Office of the Town Clerk on October 1, 2001.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby award the bid to Grimes Contracting Corp. in the amount of One Million Seven Hundred Sixty Three Thousand One Hundred Thirty Five Dollars (\$1,763,135.00); and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this to Grimes Contracting Corp., Kenneth Testa, Frank A. Isler, Thomas C. Wolpert, Young & Young, and the Office of Accounting.

Chen THE VOTE

Densieski Yes ~~No~~ Cardinale Yes ~~No~~
Kent Yes ~~No~~ Lull Yes ~~No~~
Kozakiewicz Yes ~~No~~

THE RESOLUTION WAS X WAS NOT _____
THEREUPON DULY ADOPTED

BID TABULATION
LANDFILL RECLAMATION DEMONSTRATION PROJECT
 Bids Opened: October 1, 2001

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>APPROX. QTY.</u>	<u>GRIMES CONTR. CORP.</u>	<u>GALVIN BROS. INC.</u>	<u>ERS CONST. CO. INC.</u>
1	Mobilization	L.S.	\$90,000.00	\$130,250.00	\$109,493.00
2	Health & Safety Work Plan	L.S.	\$11,875.00	\$60,000.00	\$111,179.00
3	Field Office	L.S.	\$12,500.00	\$15,000.00	\$11,812.00
5	Truck Scale	L.S.	\$74,000.00	\$100,000.00	\$124,158.00
6	Silt Fence	740 L.F.	\$3,714.80	\$7,400.00	\$2,960.00
7	Silt Fence with Hay Bales	280 L.F.	\$980.00	\$2,800.00	\$2,520.00
8	Groundwater Monitoring Well Sample	6 Each	\$13,488.80	\$8,400.00	\$9,228.00
9	Background Soil Sample	4 Each	\$11,886.40	\$8,800.00	\$6,558.00
10	Reclaimed Soil Testing	50 Each	\$168,930.00	\$40,000.00	\$87,900.00
11	Test Trench (5 Locations)	10,000 C.Y.	\$42,000.00	\$40,000.00	\$78,450.00
12A	Excavation & Processing (Primary)	51,675 C.Y.	\$434,070.00	\$878,475.00	\$914,647.50
12B	Excavation & Processing (Secondary)	10,000 C.Y.	\$84,500.00	\$150,000.00	\$163,500.00
13	Reclaimed Soil Used On-Site for Slope Rest. (Approx. 16,875 C.Y.)	24,800 Tons	\$241,552.00	\$99,200.00	\$186,000.00
14	Reclaimed Soil Used Off-Site (Approx. 19,000 C.Y.)	28,215 Tons	\$31,036.50	\$225,720.00	\$324,472.50
15	Reclaimed Soil Re-Landfilled On-Site (Approx. 1,000 C.Y.)	1,485 Tons	\$7,722.00	\$4,465.00	\$10,395.00
16	Residual Waste Disposed Off-Site (Approx. 9,500 C.Y.)	5,130 Tons	\$380,543.40	\$436,050.00	\$477,090.00
17	Residual Waste Re-Landfilled On-Site (Approx. 200 C.Y.)	108 Tons	\$1,533.60	\$1,620.00	\$918.00
18	Ferrous or Non-Ferrous Materials Disposed Off-Site (Approx. 200 C.Y.)	88 Tons	-\$430.00	\$2,580.00	\$5,590.00
19	Rubber Tires Disposed Off-Site (Approx. 100 C.Y.)	20 Tons	\$19,000.00	\$4,000.00	\$7,380.00
20*	Allowance for Asbestos Waste Removal & Disposal	L.S.	\$5,000.00	\$5,000.00	\$5,000.00
21*	Allowance for Medical Waste Removal & Disposal	L.S.	\$5,000.00	\$5,000.00	\$5,000.00
22*	Allowance for Hazardous Waste Removal & Disposal	L.S.	\$5,000.00	\$5,000.00	\$5,000.00
24	Leachate & Stormwater Control Structures	L.S.	\$15,000.00	\$15,000.00	\$24,581.00
26	Substrate Soil Testing	15 Each	\$40,779.00	\$30,000.00	\$40,980.00
27	Topsoil & Seed	7,880 S.Y.	\$17,336.00	\$23,640.00	\$47,280.00
28	Reclaimed Soil Provided to Town (Approx. 5,000 C.Y.)	7,425 Tons	\$11,137.50	\$14,850.00	\$22,275.00
29	Standby Time	3 Days	\$15,000.00	\$15,000.00	\$47,115.00
30	Operational Records	L.S.	\$10,000.00	\$5,000.00	\$24,581.00
32	Demobilization	L.S.	\$20,000.00	\$10,000.00	\$79,485.00
TOTAL BID			\$1,763,135.00	\$2,333,240.00	\$2,933,526.00

* Contingency Item

10/ 11 01

TOWN OF RIVERHEAD

1957
AdoptedResolution # 1057

AUTHORIZING SUPERVISOR TO SIGN TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT WITH SUFFOLK CEMENT PRODUCTS, INC. IN CONJUNCTION
WITH THE LANDFILL RECLAMATION PILOT PROJECT

COUNCILMAN CARDINALE

_____ offered the following resolution, was seconded
by COUNCILMAN KENT :

WHEREAS the Town is proceeding with a landfill
reclamation pilot project; and

WHEREAS the Town requires a temporary construction
easement over a portion of property owned by Suffolk Cement
Products, Inc. that abuts the Youngs Avenue Landfill on the
east; and

WHEREAS Suffolk Cement Products, Inc. has agreed to the
terms of a temporary easement agreement rather than compel the
Town to acquire same through costly eminent domain
proceedings; and

WHEREAS the agreement sets forth a monthly rate to be
paid to the owner during the life of the agreement, which rate
is fair and reasonable and consistent with similar agreements
entered into by a neighboring town for a similar purpose;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the
Town of Riverhead hereby agrees to the terms of the Temporary
Easement Agreement in the form annexed hereto and hereby
authorizes the Supervisor to sign the agreement and any other
documents necessary to implement same on behalf of the Town;
and be it further

RESOLVED that the Town Clerk is hereby directed to forward a
certified copy of this resolution to Thomas C. Wolpert, P.E.,
c/o Young & Young; Kenneth Testa, P.E.; Frank A. Isler,
Esq.; John J. Hansen, Financial Administrator; Dawn C.
Thomas, Town Attorney; and Charles E. Raffae, Esq., 747 East
Main Street, P.O. Box 238, Riverhead, New York 11901.

Abent THE VOTE
Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS X WAS NOT
THEREUPON DULY ADOPTED

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

This Easement Agreement, made the ____ day of _____, 2001, by Suffolk Cement Products, Inc., with its principal offices at 1843, Middle Road, Calverton, _____ New York the party of the first part, hereinafter called the Grantor, and the Town of Riverhead, a municipal corporation duly created under the laws of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, New York, 11901, party of the second part, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee is the owner of certain real property located in the Town of Riverhead which comprises the Youngs Avenue Landfill, and

WHEREAS, the Grantor is the owner of certain real property situate in the Town of Riverhead more particularly bounded and described on Schedule A annexed hereto and made a part hereof, (SCTM # 0600-080.00-02.00-011.000) and

WHEREAS, the premises of the Grantor shares a common boundary with the property of the Grantee, and

WHEREAS, the Grantee is implementing a reclamation pilot project with respect to the Young's Avenue Landfill, and in order to do so, it will be necessary for Grantee's agents and contractors to have unobstructed use and occupancy of a portion of Grantor's premises, hereinafter referred to as the Easement Area, and

WHEREAS, said easement area is more particularly bounded and described on Schedule B annexed hereto and made a part hereof, and

WHEREAS, the Grantor desires to grant such easement rights to the Grantee affecting the area described in Schedule B,

NOW, THEREFORE, in consideration of the terms and provisions herein and other good and valuable consideration, Grantor does hereby grants, transfers, bargains, sells and conveys to Grantee, an easement, in gross, of the nature, character and to the extent hereinafter set forth, which shall be binding upon and shall restrict the premises described in Schedule B for the term set forth below.

TO HAVE AND TO HOLD said easement, rights and interest in connection therewith and as are hereinafter set forth, with respect to said Easement Area, unto Grantee, its successors and/or assigns for the term set forth below:

GRANTOR, or behalf of itself, its legal representatives, successors and assigns, does hereby covenant and agree as follows:

1. Grantee, its agents, employees and contractors and their subcontractors, shall have the exclusive and unobstructed use and occupancy of the easement area during the term of this easement.
2. The Easement Area shall be utilized in conjunction with the Landfill Reclamation Pilot Project. Heavy equipment, including but not limited to excavators,

dump trucks, graders, compactors, drill rigs and bulldozers may be used to perform the work at the Landfill site and within the Easement Area.

3. This easement shall be temporary in term, commencing on June 1, 2001 and shall be terminated in writing by the Grantee, said termination document to be in recordable form which shall be duly signed and acknowledged. Unless sooner terminated by the Grantee, this easement agreement shall end as of December 31, 2004.
4. Grantee agrees to pay the Grantor for the use and occupancy of the Easement Area, the sum of \$750.00 per month commencing as of the date hereof and ending upon the termination of this easement as provided in paragraph 3 above. Payments shall commence as of the first day of the month following the execution of this agreement.
5. Grantee agrees that prior to the termination of this easement agreement, the easement area will be restored by grading the Easement Area substantially to its current grade, replacing trees removed, if any, with young street trees of the same type, and placing a growth medium comprised of fabricated top soil (composed of leaf compost and sand) and seeding grass to re-establish vegetation cover. An erosion control blanket and dormant seed will be used depending upon the time of year.

6. The Grantee will indemnify and hold the Grantor harmless against any cause of action, loss, liability, damage, cost or expense, including Grantor's reasonable attorney fees and costs, arising out of the Grantee's and its agents' use and occupancy of the Easement Area.
7. The Grantee represents that there will be no discharge of hazardous substances nor deposit of landfill materials in the Easement Area. The Grantee will indemnify and hold the Grantor harmless against any cause of action, loss, liability, damage, cost or expense, including Grantor's reasonable attorney fees and costs, arising out of Grantee's breach of this representation.
8. The Grantee hereby accepts the foregoing grant of the easement and the parties hereto agree that the conditions, agreements and provisions and restrictions hereinabove set forth shall in all respects upon the recording of this instrument by the parties hereto, be immediately binding upon the Grantor, his heir, legal representatives, successors and assigns, and that the burdens of the easement shall run with the land during the term of the easement agreement.

IN WITNESS WHEREOF, the Grantor has duly executed this agreement, and the Grantee has caused this agreement to be

executed on its behalf by a duly authorized officer thereof as of
the day and year first above written.

GRANTEE
TOWN OF RIVERHEAD

GRANTOR
SUFFOLK CEMENT PRODUCTS, INC.

BY: _____

BY: Linda J. Kozofsky
LINDA J. KOZOFSKY,
VICE PRESIDENT

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the 4th day of May in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared LINDA J. KOZOFISKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary E. Guier
Notary Public

MARY E. GUILD
Notary Public, State of New York
No. 01GU4801774 - Suffolk County
Commission Expires July 31, 2001

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the: __ day of _____ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being at Baiting Hollow in the Town of Riverhead, Suffolk County, New York, being bounded and described as follows:

COMMENCING at a point formed by the intersection of the southerly side of Youngs Avenue and the westerly line of Osborn Avenue,

running thence South $21^{\circ} 12'$ East along the westerly line of Osborn Avenue a distance of 424.45 feet to land now or formerly of J. H. Benjamin Estate and a monument;

thence South $24^{\circ} 42'$ East along the westerly line of land now or formerly of the said J. H. Benjamin Estate 233.93 feet;

thence South $21^{\circ} 11' 30''$ East also along land now or formerly of the said J. H. Benjamin Estate a distance of 446.47 feet to land now or formerly of the Nassau Point Club Properties, Inc. and a monument;

thence South $68^{\circ} 48' 30''$ West along the northerly line of land now or formerly of the Nassau Point Club Prop. Inc. a distance of 804.20 feet to land now or formerly of Warner and a monument;

thence North $19^{\circ} 24'$ West along the easterly line of land now or formerly of Warner 268.80 feet to a point;

thence North $20^{\circ} 05'$ West also along land now or formerly of Warner a distance of 438.20 feet to land now or formerly of the Town of Riverhead and a monument;

thence North $19^{\circ} 51'$ West along the easterly line of land now or formerly of the Town of Riverhead a distance of 505.13 feet to the southerly line of Youngs Avenue and a monument;

thence North $49^{\circ} 44' 30''$ East along the southerly line of Youngs Avenue a distance of 16.06 feet to a point;

thence North $77^{\circ} 23' 30''$ East also along the southerly line of Youngs Avenue a distance of 754.40 feet to the westerly line of Osborn Avenue and the point or place of BEGINNING.

April 17, 2001

Town of Riverhead
Landfill Reclamation Pilot Project
at Baiting Hollow, Town of Riverhead
Suffolk County, New York

Surveyor's Description

Proposed Temporary Easement No. 1
S.C.T.M. No.: 0600-80-2-P/O 11

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being at Baiting Hollow, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Youngs Avenue where said southerly side is intersected by the division line between land now or formerly Town of Riverhead and land now or formerly Suffolk Cement Products, Inc., said point being situate the following two (2) courses and distances as measured along the southerly side of Youngs Avenue from the intersection of the southerly side of Youngs Avenue and the westerly side of Osborne Avenue:

1. South 64 deg. 11 min. 25 sec. West 754.40 feet,
2. South 36 deg. 32 min. 25 sec. West 16.06 feet;

RUNNING thence from said point of beginning along the southerly side of Youngs Avenue the following two (2) courses and distances:

1. North 36 deg. 32 min. 25 sec. East 16.06 feet,
2. North 64 deg. 11 min. 25 sec. East 85.64 feet to a point;

RUNNING thence South 33 deg. 06 min. 50 sec. East through land now or formerly Suffolk Cement Products, Inc. 1204.47 feet to land now or formerly Frederick DeMatteis;

RUNNING thence South 55 deg. 32 min 25 sec. West along land now or formerly Frederick DeMatteis 100.05 feet to land now or formerly Town of Riverhead;

RUNNING thence along land now or formerly Town of Riverhead the following three (3) courses and distances:

1. North 32 deg. 42 min. 35 sec. West 268.80 feet,
 2. North 33 deg. 21 min. 10 sec. West 438.20 feet,
 3. North 33 deg. 07 min. 10 sec. West 505.13 feet to the southerly side of Youngs Avenue and the point or place of Beginning.
- 1212.13

Resolution # 1058

COUNCILMAN LULL

absent **THE VOTE**
 Densieski Yes No Cardinals Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No
THE RESOLUTION WAS X WAS NOT
THEREUPON DULY ADOPTED

TEMPORARY CONSTRUCTION
LICENSE AGREEMENT

License

This ~~Easement~~ Agreement, made the ____ day of _____, 2001, by Mid Road Properties, LLC., with its principal offices at 102 EAB Plaza, Uniondale _____ New York the party of the first part, hereinafter called the Grantor, and the Town of Riverhead, a municipal corporation duly created under the laws of the State of New York, having its principal office at 200 Howell Avenue, Riverhead, New York, 11901, party of the second part, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee is the owner of certain real property located in the Town of Riverhead which comprises the Youngs Avenue Landfill, and

WHEREAS, the Grantor is the owner of certain real property situate in the Town of Riverhead more particularly bounded and described on Schedule A annexed hereto and made a part hereof, (SCTM # 0600-081.00-01.00-001.001) and

WHEREAS, the premises of the Grantor shares a common boundary with the property of the Grantee, and

WHEREAS, the Grantee is implementing a reclamation pilot project with respect to the Young's Avenue Landfill, and in order to do so, it will be necessary for Grantee's agents and contractors to have use and occupancy of a portion of Grantor's premises, hereinafter referred to as the License Area, and

WHEREAS, said license area is more particularly bounded and described on Schedule B annexed hereto and made a part hereof, and

WHEREAS, the Grantor desires to grant such license to the Grantee affecting the area described in Schedule B,

NOW, THEREFORE, in consideration of the terms and provisions herein and other good and valuable consideration, Grantor does hereby grants a license of the nature, character and to the extent hereinafter set forth, which shall be binding upon and shall restrict the premises described in Schedule B for the term set forth below.

TO HAVE AND TO HOLD said license, and the rights and interest in connection therewith and as are hereinafter set forth, with respect to said License Area, unto Grantee, its successors and/or assigns for the term set forth below:

GRANTOR, or behalf of itself, its legal representatives, successors and assigns, does hereby covenant and agree as follows:

1. Grantee, it agents, employees and contractors and their subcontractors, shall have the use and occupancy of the license area during the term of this license.
2. The License Area may be utilized and cleared as part of the Landfill Reclamation Pilot Project approved by the New York State Department of Environmental Conservation.
3. This license shall be temporary in term, commencing on June 1, 2001, and shall be terminated in writing by the

Grantee. Unless sooner terminated by the Grantee, this easement agreement shall end as of December 31, 2004. This license shall be binding on any successor, assignee or grantee of the Grantor's title herein during the term of the license. Grantor shall advise the Grantee thirty (30) days prior to any conveyance of title during the license period.

4. Grantee agrees to pay the Grantor for the use and occupancy of the License Area, the sum of \$ 750.00 per month commencing as of the date hereof and ending upon the termination of this easement as provided in paragraph 3 above. Payments shall commence as of the first day of the month following the execution of this agreement.
5. Grantee agrees that prior to the termination of this license agreement, the license area will be restored by grading the Easement Area substantially to its current grade, replacing trees removed, if any, with young street trees of the same type, and placing a growth medium comprised of fabricated top soil (composed of leaf compost and sand) and seeding grass to re-establish vegetation cover. An erosion control blanket and dormant seed will be used depending upon the time of year.
6. The Grantee will indemnify and hold the Grantor harmless against any cause of action, loss, liability, damage, cost or expense, including Grantor's reasonable

- attorney fees and costs, arising out of the Grantee's and its agents' use and occupancy of the License Area.
7. The Grantee represents that there will be no discharge of hazardous substances nor deposit of landfill materials in the License Area. The Grantee will indemnify and hold the Grantor harmless against any cause of action, loss, liability, damage, cost or expense, including Grantor's reasonable attorney fees and costs, arising out of Grantee's breach of this representation.
8. The Grantee hereby accepts the foregoing grant of the license and the parties hereto agree that the conditions, agreements and provisions and restrictions hereinabove set forth shall in all respects be binding upon the Grantor, his heir, legal representatives, successors and assigns, and that the burdens of the license shall run with the land during the term of the license agreement.

IN WITNESS WHEREOF, the Grantor has duly executed this agreement, and the Grantee has caused this agreement to be executed on its behalf by a duly authorized officer thereof as of the day and year first above written.

GRANTEE
TOWN OF RIVERHEAD

GRANTOR
MID ROAD PROPERTIES, LLC.

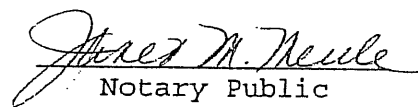
BY: _____

BY:  _____

STATE OF NEW YORK)

NASSAU) ss.:
 COUNTY OF ~~SUFFOLK~~

On the 17th day of May in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK DEMATTEIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


 Notary Public
JANET M. MEULE
 NOTARY PUBLIC, State of New York
 No. 01ME5071007
 Qualified in Nassau County
 Commission Expires January 6, 2003

STATE OF NEW YORK)

) ss.:
 COUNTY OF SUFFOLK)

On the 1 day of _____ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

SCHEDULE A

~~ALL~~ that certain plot, piece or parcel of land, ~~with the buildings and improvements thereon erected~~, situate, lying and being ~~located~~ at Baiting Hollow, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a concrete monument on the northerly side of Middle Road, distant 259.22 feet westerly from the corner formed by the intersection of the westerly side of Mili Road and the northerly side of Middle Road;

RUNNING THENCE along the northerly side of Middle Road, the following two courses and distances:

1. North 77 degrees 42' 30" West, 794.85 feet;
2. North 84 degrees 20' 30" West, 299.27 feet to a concrete monument and land of Walter Kobylinski;

THENCE the following 13 courses and distances partly along land now or formerly of Walter Kobylinski and partly along land now or formerly of Edward J. Goozda:

1. North 20 degrees 50' West, 345.46 feet;
2. North 19 degrees 21' West 213.81 feet;
3. North 21 degrees 18' 30" West 220.49 feet;
4. North 26 degrees 30' West, 175.51 feet;
5. North 21 degrees 18' 30" West, 255.65 feet;
6. North 20 degrees 31' West, 267.65 feet;
7. North 19 degrees 46' 30" West 171.43 feet;
8. North 23 degrees 34' 30" West 160.68 feet;
9. North 20 degrees 55' 30" West, 91.0 feet;
10. North 23 degrees 28' 30" West, 106.77 feet;
11. North 17 degrees 42' 30" West, 175.06 feet;
12. North 21 degrees 04' 30" West, 185.20 feet;
13. North 19 degrees 48' West, 123.13 feet to a concrete monument and land now or formerly of the Town of Riverhead;

THENCE the following five (5) courses and distances all along the last mentioned land:

1. North 19 degrees 38' West, 245.38 feet;
2. North 21 degrees 51' 10" West, 160.0 feet;
3. North 20 degrees 05' 40" West, 279.40 feet;
4. North 20 degrees 53' 40" West, 283.80 feet;
5. North 19 degrees 44' West 23.57 feet to a concrete monument and land now or formerly of John and Lewis Shumejda;

THENCE North 68 degrees 36' 40" East, 754.27 feet to the division line between land now or formerly of John and Lewis Shumejda and a 50 foot right of way;

THENCE the following four (4) courses and distances along the last mentioned division line:

1. North 21 degrees 24' West, 444.94 feet;
2. North 24 degrees 54' 30" West, 233.93 feet;
3. North 21 degrees 24' 30" West, 76.53 feet;
4. North 68 degrees 35' 30" East, 50 feet to the Westerly side of Osborn Avenue;

THENCE South 21 degrees 24' 30" East along the westerly side of Osborn Avenue, 75 feet to the division line between land now or formerly of Otto B. DeFriest and the aforementioned 50 foot Right of way;

THENCE the following two (2) courses and distances along the last mentioned division line:

1. South 24 degrees 54' 30" East, 233.93 feet;
2. South 21 degrees 24' West 446.47 feet to a concrete monument;

THENCE still along land now or formerly of Otto B. DeFriest, the following six (6) courses and distances:

TAX MAP
DESIGNATION

Dist.

Sec.

Blk.

Lot(s):

1. South 21 degrees 24' East, 675.78 feet to a concrete monument;
2. South 16 degrees 02' 40" East, 270.65 feet;
3. South 21 degrees 03' East, 253.61 feet;
4. South 22 degrees 41' 10" East, 102.20 feet;
5. South 21 degrees 49' 10" East, 94.17 feet to a natural stone;
6. North 54 degrees 14' 50" East, 166.92 feet to a natural stone and land now or formerly of John W. Fanning Estate;

THENCE South 20 degrees 19' 40" East along the last mentioned land, 1866.89 feet to a stone;

THENCE South 19 degrees 30' 20" East along lands now or formerly of W.C. and others 1039.42 feet to the northerly side of Middle Road and the point or place of BEGINNING.

April 17, 2001

Town of Riverhead
Landfill Reclamation Pilot Project
at Baiting Hollow, Town of Riverhead
Suffolk County, New York

Surveyor's Description

Proposed Temporary Easement No. 2
S.C.T.M. No.: 0600-81-1-P/O 1.1

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being at Baiting Hollow, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly line of land now or formerly Town of Riverhead, where said easterly line is intersected by the division line between land now or formerly Suffolk Cement Products, Inc. and land now or formerly Frederick DeMatteis, said point being situate the following five (5) courses and distances from the intersection of the southerly side of Youngs Avenue and the westerly side of Osborne Avenue:

1. South 64 deg. 11 min. 25 sec. West along the southerly side of Youngs Avenue 754.40 feet,
2. South 36 deg. 32 min. 25 sec. West still along the southerly side of Youngs Avenue 16.06 feet,
3. South 33 deg. 07 min. 10 sec. East along the easterly line of land now or formerly Town of Riverhead 505.13 feet;
4. South 33 deg. 21 min. 10 sec. East still along the easterly line of land now or formerly Town of Riverhead 438.20 feet,
5. South 32 deg. 42 min. 35 sec. East still along the easterly line of land now or formerly Town of Riverhead 268.80 feet;

RUNNING thence from said point of beginning North 55 deg. 32 min. 25 sec. East along the easterly line of land now or formerly Suffolk Cement Products, Inc. 100.05 feet to a point;

RUNNING thence through land now or formerly Frederick DeMatteis the following two (2) courses and distances:

1. South 33 deg. 27 min. 06 sec. East 1682.48 feet,
2. South 53 deg. 21 min. 15 sec. West 100.00 feet to land now or formerly Town of Riverhead;

RUNNING thence along land now or formerly Town of Riverhead the following eleven (11) courses and distances:

1. North 36 deg. 38 min. 45 sec. West 13.53 feet,
2. North 33 deg. 59 min. 45 sec. West 91.00 feet,
3. North 36 deg. 32 min. 45 sec. West 106.77 feet,
4. North 30 deg. 46 min. 45 sec. West 175.06 feet,
5. North 34 deg. 08 min. 45 sec. West 185.29 feet,
6. North 32 deg. 50 min. 15 sec. West 123.18 feet,
7. North 32 deg. 37 min. 10 sec. West 245.70 feet,
8. North 34 deg. 50 min. 10 sec. West 160.00 feet,
9. North 33 deg. 03 min. 10 sec. West 279.40 feet,
10. North 33 deg. 51 min. 10 sec. West 283.80 feet,
11. North 32 deg. 42 min. 35 sec. West 23.04 feet to land now or formerly Suffolk Cement Products, Inc. and the point or place of Beginning.